



REQUEST FOR PROPOSAL

R15-125AM

Date issued: October 2, 2015

BANKING SERVICES

THE CITY OF COLORADO SPRINGS
FINANCE DIVISION

PROPOSALS ARE DUE NO LATER THAN
NOVEMBER 30, 2015 AT 3:00 P.M.

Contact

Andrew McIntyre
Procurement Services Manager
30 S. Nevada Ave, Suite 201
Colorado Springs, CO 80903-2599
(719) 385-5274_
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PROJECT BRIEF DESCRIPTION

See Exhibit 5 - Scope of Work

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SECTION I

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements.

GENERAL INFORMATION

The City of Colorado Springs is using the [Rocky Mountain E-Purchasing System](#) for soliciting bids and proposals from vendors. This system will provide you with convenient online access to all bid and proposal information for City of Colorado Springs, as well as many other local agencies throughout Colorado. To receive email alerts of open requests for bid or requests for proposal in your field, please register with [Rocky Mountain E-Purchasing System](#), and complete your online registration. If you are currently registered as a vendor with them, you do not need to register again. The City is no longer using the City website for solicitation, and the Procurement Services Division of the City of Colorado Springs no longer maintains a bidders' list.

If there are accompanying plans with this project, the fee (if any) will also be listed. Local vendors need to come in to our office to pick up the plans. Other interested parties can order the plans online and arrange payment and/or shipping of the project documents via check, Visa/MasterCard and your Fed-Ex number.

This particular solicitation is fully downloadable at no charge.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is tentatively scheduled as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	<u>October 2, 2015</u>
Notice of Intent to Respond	<u>October 30, 2015</u>
Cut Off Date for Questions	<u>November 16, 2015</u>

Questions about the RFP shall be emailed in writing and directed to Andrew McIntyre, at the following email address: amcintyre@springsgov.com. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than November 16, 2015 – 2:00 P.M.

The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.

Interested Offerors must submitted a Notice of Intent to Respond (Exhibit 10) to the same point of contact identified for receipt of questions, no later than 5:00 p.m., Mountain Daylight Time, October 30, 2015. Offerors who do not submit a Notice of Intent to respond by October 30, 2015 will not be eligible for award.

Response to Questions	<u>November 23, 2015</u>
Proposal Due Date	<u>November 30, 2015 at 3:00 P.M.</u>
Short List Selection (if applicable)	<u>TBD</u>
Short List Interviews (if applicable)	<u>TBD</u>
Award of Contract (Letter of Intent)	<u>February 1, 2016 (estimated)</u>
Notice-to-Proceed	<u>April 1, 2016 (estimated)</u>

1.2 SUBMISSION OF PROPOSAL

- a. **Sealed Proposals** are to be submitted to:

Andrew McIntyre
Procurement Services Manager
30 S. Nevada Avenue, Suite 201
Colorado Springs, CO 80903

*****NO LATE OFFERS WILL BE ACCEPTED*****

- b. **Date/Time:** Proposals shall be received on or before 3:00 pm MST, Monday, November 30, 2015.
- c. **Identification of Proposal:**
Proposals shall be submitted in a sealed envelope(s) or container(s) with the solicitation number, date for submission of offer and the Offeror's name clearly marked on the outside of the envelope(s) or container(s).

RFP No. and Title:

Due Date:

Company:

- d. Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposal and then resealed.

1.3 NUMBER OF COPIES

Offerors shall submit **one (1) unbound original** set, **six (6)** copies of the proposal documents as well as **one (1)** CD or USB flash drive electronic copy. The format of the electronic copy should be in either Microsoft Word or Excel. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Colorado Springs. The **unbound original** copy shall be clearly marked '**ORIGINAL**'.

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

- The term "Request for Proposal (RFP)" means a solicitation of a formal, negotiable proposal/offer. The offer is accepted which is deemed by The City of Colorado Springs to be most advantageous in terms of the criteria designated.
- The term "Offeror" means the person, firm, or corporation which submits a formal proposal and which may or may not be successful in being awarded the contract.
- The term "Contractor" or "Consultant" means the Offeror who is awarded the contract to provide the products or services specified.
- The term "Statutory" means requirements of Colorado law.

1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge

as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any Amendments (addenda) issued to this RFP by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all addenda on the [Rocky Mountain E-Purchasing System](#). It is the Offeror's responsibility to check the website for posted addenda or contact the Contracting Specialist listed to confirm the number of Amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

- a. Any offer received shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.
- b. By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 60 calendar days from the date of submission deadline. The acceptance period of 60 calendar days from the date of submission will automatically be extended for an additional 60 calendar days unless the proposal expressly states that the acceptance period is limited to the initial 60 calendar day period.
- c. The City of Colorado Springs reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and are the Offeror's total responsibility.

1.11 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in the RFP to determine the best value considering all factors and criteria in the proposal submitted (see Section III for evaluation elements). Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirement.

1.12 CONTRACT ADMINISTRATION

The City of Colorado Springs, Finance Division shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

1.13 PERFORMANCE PERIOD

The estimated performance period of the contract is anticipated to be as follows.

Base Year:	01 April 2016 – 31 March 2017
Option Year 1:	01 April 2017 – 31 March 2018
Option Year 2:	01 April 2018 – 31 March 2019
Option Year 3:	01 April 2019 – 31 March 2020
Option Year 4:	01 April 2020 – 31 March 2021

Option years may or may not be unilaterally exercised at the sole discretion of the City of Colorado Springs.

1.14 DEBRIEFING

Offerors not selected or placed on a short list or not receiving an award may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon receipt of notification that their firm was not selected or short listed. Firms that were on the short list but not selected may request a debriefing after they have been notified that another firm was selected.

A debriefing may be scheduled by contacting the Contracting Specialist listed above. The Contracting Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that an Offeror was not selected.

1.15 DULY AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror's company empowered with the right to bind the Offeror.

1.16 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other contractors to put in a false or sham bid; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other contractors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

1.17 OFFEROR'S QUALIFICATIONS

Each Offeror may additionally be required to show that they have satisfactorily provided products and performed similar work with companies, organizations or municipalities in the past and that no claims of any kind are pending against such work. No proposal will be accepted from an Offeror who is engaged on any work, which would impair their ability to perform or finance this work. All such work shall be disclosed in the Proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Offeror who is in arrears to the City of Colorado Springs, Colorado, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City of Colorado Springs.

1.18 NON-COLORADO CORPORATIONS

Unless waived by the City of Colorado Springs, before or at the time that the contract is awarded to a corporation outside the State of Colorado, such corporation shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such corporation must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.19 PROCUREMENT RULES AND REGULATIONS

All formal projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Procurement Services Division website www.coloradosprings.gov/contracting. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the respondent's

responsibility to advise the Contracting Specialist listed in these solicitation documents of any perceived discrepancies prior to the date and time the offer is due. Additionally, the City's Standard Specifications and General Provisions apply to all construction related projects.

SECTION II

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. Offerors should include concise, but complete, information, emphasizing why the Offeror believes itself to be uniquely qualified to provide the required services. **A page shall be defined as 8-1/2" x 11", single sided, with one inch margins and a minimum font of 10.** The only exception to the 8-1/2" x 11" paper size is that the proposed project schedule can be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. The following listed Exhibits are not counted against the page limit:

Exhibit 6 Minimum Requirements
Exhibit 7 Management Questionnaire
Exhibit 8 Products and Services Response
Exhibit 9 Cost Response
Exhibit 10 Intent to Respond Form

2.2 COVER LETTER

The cover letter shall be no more than one page. No particular content is required.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure.

2.5 TECHNICAL AREA

A. Understanding of and Compliance with Technical Requirements

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is

highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the offeror knows and thoroughly understands the business and requirement?

B. Project Approach

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

2.6 MANAGEMENT AREA

A. Program Management Controls

In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?

2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Does the plan and controls indicate that the offeror will obtain, keep, and efficiently utilize high quality personnel?
4. Does the offer address corrective actions?
5. Does the proposal explain how the offeror will remain within schedule and budget?

B. Past Performance/Relevant Experience

In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the offeror explain how they were successful on the projects provided as past performance?
4. Does the offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

C. Key Personnel

In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?
2. Does the offeror provide resumes for all key personnel, as required by the RFP?
3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?

2.7 PRICE/COST AREA

In the Price/Cost Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price should include unit costs for material, labor categories, hours, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of the other offerors.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Can you see how the price was built? If so, do the costs look appropriate for the task?
5. Does the offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other offerors.
6. Are there additional costs not addressed that the City would incur if the offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.

Offerors shall use and complete Exhibit 9, Cost Response Form, as part of its Price/Cost Proposal.

2.8 PROPOSAL PRESENTATION

Although not a section of the proposal, presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.9 EXCEPTIONS

All Offerors must complete and return with their proposal, Exhibit 3, Exceptions Form. Some terms and conditions are simply not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

2.10 INSURANCE REQUIREMENTS

All Offerors must complete and return with their proposal, Exhibit 4, Minimum Insurance Requirements. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

2.11 EXHIBITS

All Offerors must complete and submit all Exhibits with their proposal, with the exception of Exhibit 2 -- Sample Contract and Exhibit 5 -- Scope of Work, which require no response. Exhibit 10 does not need to be submitted with the proposal, as it is due October 30, 2015.

SECTION III

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding Offeror selection and award of the resultant contract.

3.1 EVALUATION CRITERIA

3.1.1 TECHNICAL AREA -- UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS

See Section II - Item 2.5A

3.1.2 TECHNICAL AREA -- PROJECT APPROACH

See Section II - Item 2.5B

3.1.3 MANAGEMENT AREA -- PROGRAM MANAGEMENT CONTROLS

See Section II - Item 2.6A

3.1.4 MANAGEMENT AREA -- PAST PERFORMANCE/RELEVANT EXPERIENCE

See Section II – Item 2.6B

3.1.5 MANAGEMENT AREA -- KEY PERSONNEL

See Section II - Item 2.6C

3.1.6 PRICE/COST AREA -- PRICE/COST

See Section II – Item 2.7

3.1.7 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION

See Section II – Item 2.8

3.1.8 EXCEPTIONS AND INSURANCE

See Section II – Items 2.9 and 2.10

3.2 RANKING

A. The order of ranking or importance in the evaluation shall be as follows:

First: Technical Area

Second: Management Area

Third: Price/Cost Area

Fourth: Proposal Presentation Area

B. Possible scores for each criterion shall be as follows:

- 5 – Exceptional
- 4 – Very Good
- 3 – Satisfactory
- 2 – Marginal
- 1 – Unacceptable

C. Definitions for scoring are as follows:

1. The following apply to Technical and Management Areas:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

2. The following apply to Price/Cost Area:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount and/or the average price of the competition.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount

and/or the average price of the competition.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed. The price is very close to the budget amount and/or the average price of the competition.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed. The price significantly exceeds the budget amount and/or the average price of the competition.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed. The price is far above the budget amount and/or the average price of the competition.

3. The following apply to the Proposal Presentation Area:

Exceptional – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality far exceeds that of the competition, industry standard, or reasonable expectation.

Good -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds that of the competition, industry standard, or reasonable expectation.

Satisfactory -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of the competition, industry standard, or reasonable expectation.

Marginal -- The proposal is not professionally communicated and is incomplete in some areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is below that of the competition, industry standard, or reasonable expectation.

Unacceptable -- The proposal is not professionally communicated and is incomplete in many areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is far below that of the competition, industry standard, or reasonable expectation.

D. Area Scoring

The score for each area will be determined by multiplying the sum of the criteria in each area by the area evaluation factor. The area evaluation factors are as follows:

Technical Area: .35
Management Area: .30
Price/Cost Area: .25
Proposal Presentation Area: .10

E. Final/Overall Scoring

The final proposal score will be determined by adding the area scoring. The sum of the area scores will be the final/overall score.

3.3 SELECTION COMMITTEE

A selection committee will screen all proposals. Proposals will be ranked according to evaluation criteria above and scored as explained above. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the participating firms whose proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. However, if it is deemed necessary to seek revisions to the proposals at the conclusion of the interviews, then all interviewed Offerors will be requested to submit revisions, and the revisions will be scored accordingly. The goal of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, based upon perception of best value and may or may not reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors.

3.4 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price, but to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or

the City may decide to call for new proposals. Immediately after the notice of award, the Contractor will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The Contractor may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV

4.0 CONTRACT TERMS AND CONDITIONS

In addition to the contract terms and conditions listed below, the City's sample contract, see Exhibit 2, contains contract terms and conditions.

SECTION V

APPENDICES/EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Scope of Work
Exhibit 6	Minimum Requirements
Exhibit 7	Management Questionnaire
Exhibit 8	Products and Services Response Form
Exhibit 9	Cost Response
Exhibit 10	Intent to Respond

EXHIBIT 1 PROPOSAL CERTIFICATION

1. Principal place of Business:

Does Offeror have an established office or facility in Colorado Springs? Yes___ No___

If yes, indicate address below if different than Principal place of Business.

Colorado Springs facility - Year established_____ % of Services that will be provided from this location

_____%

2. ___ The ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements exhibit. (It will be necessary that this certificate reflect the City of Colorado Springs as an Additional Insured as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies: Yes___ No___

Your property and liability insurance company is licensed to do business in Colorado:

Yes___ No___

Indicate the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes___ No___

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes___ No___

2. _____ One (1) copy of the current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

Provide a response to the following: Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time?

Yes___ No___

If yes, provide details on a separate sheet and attach to your proposal.

3. ___ The completed and signed proposal. (Proposals must be identified according to the outline of this RFP document.) All required Exhibits are attached.

The Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or the Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has delegated _____ as the Offeror's representative and contact for all questions or clarifications in regard to this offeror. Telephone # (____) _____ E-mail: _____.

EXHIBIT 2 SAMPLE CONTRACT**SERVICES CONTRACT**

Contract Number:		Project Name/Title			
Vendor/Contractor					
Contact Name:		Telephone		Fax	
Address:					
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership		
City Contracting Specialist	Name & Phone#	City Dept Rep	Name & Phone# & Department Name		
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)		
Contract Type:		Period of Performance:			
Contract Value:		Contract Funding:			

1. INTRODUCTION

THIS CONTRACT is made and entered into this ____ day of _____, 2015 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (hereinafter in the Contract Documents referred to as the "City"), and _____ (hereinafter in the Contract Documents called the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: XXXXXXXXX.

The Contractor did on the ____ day of _____, 2015 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference.:

- A. This Contract Document
- B. Appendix A – Additional Terms and Conditions

- C. Appendix B – Contractor’s Proposal,
- D. Appendix C – Statement of Work.

2. COMPENSATION/CONSIDERATION

Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform XXXXXXXX services for the City of Colorado Springs for the firm fixed price of _____. In consideration of said compensation payments, the Contractor agrees to perform all materials, supplies, labor, services, transportation, tools, equipment, and parts to carry out the provisions of this Contract in a good and workmanlike manner to the satisfaction of the City. If the performance of this Contract involves the services of others or the furnishing of equipment, supplies, or materials, the Contractor agrees to pay for the same in full. At the time of payment by the City, the Contractor shall certify in writing that said payments have been so made.

3. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

<u>Performance Period</u>	<u>Dates</u>	<u>Price</u>
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Base Year:

Option Year One:

Option Year Two:

Option Year Three:

Option Year Four:

Option years may be exercised unilaterally by the City at the City’s sole discretion. Pricing for option years shall be as indicated above. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the contractor at least fifteen (15) days prior to the expiration date of the contract, or to extend contract for up to four additional one year option periods at the City’s sole discretion.

The total value of this contract for all years shall not exceed \$XXXXXXX. The value and current funding is \$XXXXXXXX for the base year.

OR:

The term of this contract shall commence on ____ and shall terminate on ____ unless earlier terminated under this contract, or otherwise changed by Contract modification. The City shall have the unilateral option of extending services beyond the term of the contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the contractor at least fifteen (15) days prior to the expiration date of the contract.

4. INSURANCE

The Contractor shall provide and maintain an acceptable Certificate of Insurance Policy(s) which includes Property, Liability and Professional Errors and Omissions coverage. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

5. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this contract to the satisfaction of the City.
- B. Neither the City's review, approval of acceptance of, or payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this contract.
- C. The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law.

- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager or Representative.
- B. If any of the work or service being performed does not conform with contract requirements, the City may require the Contractor to perform the work or service again in conformity with contract requirements, at no increase in contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect and reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the contract for default.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any Subcontractor, outside associates, or other Contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City delegated Project Manager or Representative's written consent before making any substitution of these subcontractors, associates, or other Contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other Contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of this Contract document, to be incorporated in all subcontracts, agreements with outside associates, and agreements with other Contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's Subcontractors, outside associates, and other Contractors.

8. KEY PERSONNEL

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's delegated Project manager or Representative.

Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

9. START AND CONTINUANCE OF WORK

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

The following provisions shall apply to this Contract and shall take precedence and control in the event of conflict with any other provisions of the Contract:

10. APPROPRIATION OF FUNDS

This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term “appropriation” shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by

law or equity, unless, prior to commencing the additional work, the Contractor was given a written change order describing the change in contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the authorized City representative. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional general, extended overhead, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

12. ASSIGNMENT

The Contractor shall not assign, subcontract, or otherwise transfer this Contract or any right or obligation hereunder without the prior written consent of the City.

13. PLACE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Agreement is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

14. WORKER'S COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of this Contract, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Worker's Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Worker's Compensation Act of Colorado.

15. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract due to the Contractor's errors, omissions or negligence.

16. INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an Independent Contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

17. INSURANCE AND LICENSES

Contractor understands and agrees that the Contractor shall have no right of coverage under any and all existing or future City comprehensive, self, personal injury, or other insurance policies. In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

18. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for agreement and acknowledgment of this INTELLECTUAL PROPERTY RIGHT section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract,

and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this INTELLECTUAL PROPERTY RIGHTS provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this INTELLECTUAL PROPERTY RIGHTS section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

21. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

22. TERMINATION

The City may terminate this contract in whole or, from time to time, in part, for the City's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination.

Upon receipt of the notice, the Contractor shall:

- 1) Immediately discontinue all services affected (unless the notice directs otherwise), and
- 2) Deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the City, the City's delegated representative shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the City may complete the work by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the City. Prior to issuing a Termination for failure to fulfill the contract obligations, the City will issue a Notice to cure allowing the Contractor ten (10) calendar days to prepare a plan to correct whatever failures are causing the contract obligation failure (s).

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

23. BOOKS OF ACCOUNT AND AUDITING

The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

24. ILLEGAL ALIENS

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract; or Enter into a contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this contract. In The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is being performed. If the contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation that the department, pursuant to the authority established in Section 8-17.5-102 C.R.S., or a City or federal investigation. If the contractor violates or fails to comply with any provision of C.R.S. 8-17-101 et seq, the City may terminate this Contract for breach of contract. If this contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

25. COMPLIANCE WITH IMMIGRATION AND CONTROL ACT

Contractor certifies that Contractor has complied with the United States Immigration and Control Act of 1986. All persons employed by Contractor for performance of this contract have completed and signed Form I-9 verifying their identities and authorization for employment.

26. GRATUITIES

- 1) The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the City determines, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or contractor for the purpose of influencing any decision to grant a City Contract or to obtain favorable treatment under any City Contract.
- 2) The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- 3) Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the city for all costs of reletting the contract or completion of the contract. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

27. NON-DISCRIMINATION

Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap or veteran status. Contractor will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this contract.

28. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract document with its terms and conditions (with further precedence given to Articles 10-25)
- B. Additional Terms and Conditions
- C. The Statement of Work
- D. Other Specifications
- E. Other Appendices

29. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

30. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract, which are not resolved by mutual agreement, may be decided by recourse to an action at law or in equity in accordance with subparagraph b) of this provision. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City of Colorado Springs Procurement Services Representative. For purposes of this Contract, termination for convenience shall not be deemed a dispute.
- B. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

31. DELIVERY AND TAXES

The City may cancel this contract or any portion thereof if delivery is not made when and as specified, time being the essence of this contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this contract. The contractor shall pay all sales and use taxes required to be paid to the State of Colorado on the work covered by this contract. The Contractor shall execute and deliver and shall cause his subcontractors to execute and deliver to the City, certificates as required, to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and therefore, not subject to state and local sales tax, use tax or federal excise taxes.

32. PAYMENTS

The City shall pay the Contractor, upon submission of proper invoices, the prices stipulated in the contract for services rendered and accepted, less any deductions provided in this contract within 30 days (Net 30). Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the City if

- A. The amount due on the deliveries warrants it; or
- B. The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

33. INSPECTION OF SERVICES

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during contract performance and for as long afterwards as the contract requires.
- C. The City has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The City shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. If any of the services do not conform to contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When defects in services cannot be correct by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect and reduced value of the services performed.
- F. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service or (2) terminate the contract for default.

34. APPENDICES

The following Appendices are made a part of this agreement:

- Appendix A Other Terms and Conditions
- Appendix B Contractor's Proposal
- Appendix C Statement of Work

CONTRACT SIGNATURE PAGE

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This contract is executed in one (1) original copy.

**THE CITY OF COLORADO SPRINGS,
COLORADO:**

SECOND PARTY:

Corporate Name

Signature

Date

Title

Witness

EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may effect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Federal Tax ID#: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1. X Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
2. X Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
3. X Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
4. Builders Risk or Installation Floater Insurance will be provided by the Owner (excluding earthquake or flood). This insurance shall insure and protect from all insurable risks of physical loss or damage. Contractors and subcontractors will be covered, excluding their own machinery, tools and equipment. The deductible under The Builders Risk or Installation Floater shall be sustained and borne by the Contractor. Losses will be adjusted with and made payable to the Owner and others as their interests may appear.
5. X Professional Liability Insurance providing coverage for acts, errors or omissions committed or alleged to have been committed by architects and engineers arising out of the conduct of their professional practice. The coverage shall carry a project limit of \$500,000. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
6. Pollution Legal Liability Insurance for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, Personal Injury and property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.
7. **Except for workers compensation, employer's liability insurance, and Professional Liability Insurance** the City of Colorado Springs and the Pikes Peak Rural Transportation Authority must be named as an additional insured. Certificates of Insurance must be submitted before commencing the work and provide 30 days notice prior to any cancellation except for 10 day notice with respect to non-payment of premium.
8. Medical Malpractice Liability Insurance for limits not less than \$1,000,000 per occurrence.
9. X All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance

(Name of Company)

(Signature)

(Date)

EXHIBIT 5 SCOPE OF SERVICES FOR BANKING

5.1 BACKGROUND

The City operates under a Council-Mayor form of government. The City provides services including public safety (police and fire), public works construction and maintenance, parks, recreation and cultural affairs, courts, planning and zoning, building and code enforcement, mass transit, health and welfare, economic development, and General Improvement Districts. Additionally, the City owns and operates major enterprise activities to include, municipal airport, golf courses, cemeteries, downtown parking facilities, Pikes Peak - America's Mountain and Development Review. The City banking relationships are integral parts of our cash and investment management programs. It is anticipated that this RFP will provide the City with the necessary tools to enable it to effectively respond to financial management challenges in the future. Please see our most recent Comprehensive Annual Financial Report at <https://coloradosprings.gov/government/general-information/finance/comprehensive-annual-financial-report-cafr>

The City is requesting proposals from interested banks for the provision of bank payment and depository services. The scope of services includes, but is not limited to the following:

- depository services,
- lockbox services,
- vault services,
- monthly bank statement reporting, including foreign vendor reporting
- monthly account analysis reporting,
- returned item processing,
- transaction research,
- automatic deposit and payment system,
- controlled disbursement services,
- Automated Clearing House (ACH) processing,
- wire processing,
- account reconciliation services,
- same day availability of funds,
- online banking services,
- positive pay services,
- stop payment services,
- record retention,
- image processing services,
- interest calculation,
- local bank branches, and
- other banking services, to include but not limited to, purchasing card, merchant processing, and investment safekeeping

The City currently uses the following demand accounts:

- One (1) primary operating checking account
- One (1) zero balance, sweep account
- One (1) controlled disbursement account
- Six (6) corporate checking accounts. Four (4) are used as reimbursement accounts for divisions within the City carrying a balance of no more than \$2500. One account is used for bi-weekly payroll processing and the final account is used as a merchant services deposit account.

It is possible that additional accounts could be added during the course of the banking services contract.

Currently, daily deposits are prepared and retrieved by an armored car service vendor at sixteen (16)

locations. All return items are processed accordingly; to include checks, Auto Pay, ACH, credit card charge backs, and all sales tax lockbox returns.

Accounts Payable handles vendor invoice processing by check and sends electronic payment (non-wire) and positive pay files to the bank. A goal of the City is to continue to replace check processing with electronic forms of payment. Accounts Payable also processes employee reimbursements, travel reimbursements, vendor setup in various internal systems and IRS information reporting.

Payroll processes the City payroll in-house. Employee payroll is bi-weekly. Payroll creates and sends ACH direct deposit and positive pay files to the bank. Payroll also prints payroll checks for employees not enrolled in direct deposit. The City does not currently have a payment card program for payroll.

Accounting handles the City's banking relations, monitors all bank debit and credit items daily, researches any discrepancies, and processes all outgoing wire requests. This division is also the central point for bank security administration for the City.

The City currently uses the following systems with electronic interfaces to the bank:

- PeopleSoft Financials 9.1
 - Accounts Payable payments (three times per week)
 - Accounts Payable ACH payments (twice per week)
 - Accounts Payable Positive Pay file (three times per week)
- PeopleSoft HR 9.1
 - Payroll ACH payments (every other week)
 - Payroll Positive Pay file (every other week)

Accounting is also responsible for the reconciliation of bank statements and the reconciliation of PeopleSoft with the bank.

5.2 SCOPE OF WORK

A. Depository and Vault Services

The bank shall provide depository services including

- Night drop
- Vault
- Branch deposits
- Branch services
- Check processing of both encoded and non-encoded items
- Coin and currency purchasing and counting
- Deposit/vault supplies

The bank shall support deposit tickets with auxiliary MICR field for our location code and transaction information.

The Bank must provide the ability to accept delivery of our daily parking meter coin deposit. This service may be performed by a subcontractor managed by the bank.

B. Lockbox Service

The bank will receive and process City sales tax forms and remittances.

Types of forms/remittances include: Sales Tax Returns, Bike Tax Returns, Motion Picture Returns, License Applications, license renewal forms, Amended returns, Payment for NSF's, various use tax returns, various categories of Assessments and Notices, and other internally created documents.

Receiving and processing consists of picking up all mail from the post office box, matching check(s) with the sales tax form while preserving all associated documentation including the envelope and check stubs and other backup, forwarding check(s) and form(s) to the City if a discrepancy is found, running tape totals, depositing checks on the day of receipt and returning the paperwork to the City by 10:30am the next business day, providing a transaction list by batch with each batch consisting of 50 or more returns.

About 80 to 85% of the monthly sales tax payments will be received between the 17th and the 25th of each month. There will be approximately 4,000 sales tax deposits each month, with that amount increasing to approximately 9,000 at the end of each quarter. With increased on-line filing, this number could be lower in the future.

The bank will designate a contact person to resolve lockbox issues and will notify the City immediately in the event of extraordinary circumstances which may affect the processing of sales tax receipts

C. Bank Statement Reporting

The bank shall provide a bank statement with documentation supporting all entries on the statement. The statement shall list all activity for all accounts during the specified reporting dates. The bank shall provide a separate statement for each account with a summary for all accounts.

D. Monthly Account Analysis Reporting

The bank shall provide the City with an account analysis statement within ten (10) days after the end of the month. The analysis shall detail all activity levels and charges for all accounts covered by this contract. Any activity information that is not part of the bank's standard account analysis, e.g. balance reporting charges and ACH activity, shall be provided in a supplemental report format. The account analysis shall be presented in an electronic format, preferably online.

The monthly account analysis shall include a consolidated report summary that shows the total activity levels and charges for all City bank accounts. The bank shall provide sufficient details (such as item counts, rates, etc.) for all activity charges and City will make the sole determination of whether adequate information has been provided.

E. Returned Item Processing

- a. The bank shall have the ability to automatically redeposit returned items against the demand account where it was originally deposited.
- b. The bank shall provide copies or images of all redeposited returned items daily.

F. Transaction Research

The bank shall provide required research, as well as a list of the maximum response time the City should expect for responding to research items related to various types of transactions and other banking services.

G. Automatic Deposit and Payment System

- a. The City currently pays the majority of its employees through ACH direct deposit. The bank shall have the ability to report this information online on a daily basis.
- b. The bank shall provide a phone number and a list of contacts for ACH and EDI inquiries and problem resolution.

- c. The bank shall provide the City with the bank's settlement policy on ACH transactions (one-day, two-day, etc.).
- d. The City makes electronic payments through various formats that include ACH credits (including CTX transactions), ACH debits and EDI. The bank shall have the ability to receive payment information directly from the City through electronic file transmissions that may occur multiple times per day.
- e. The bank shall agree to use secure communication channels for all electronic transactions in this section of the SOW. The bank shall agree to ensure all online actions are made using a secure connection and ensure any links from the established connection remain within the secure session.

H. Controlled Disbursement Services

The bank shall report the amount of disbursements for Accounts Payable checks that will be charged to the City account daily.

I. ACH Processing

- a. The bank shall provide the ability to securely transfer funds via ACH. City ACH file transfers include:
 - Accounts Payable payments
 - Payroll direct deposits
- b. The bank shall provide a report that includes detailed addenda records related to ACH debits and credits.
- c. The bank shall guarantee the settlement time for all ACH files, including direct deposit to employee accounts.
- d. The bank shall provide edit capabilities such as dollar limit tests and duplicate file checks.
- e. The bank shall provide ACH fraud controls including the ability to set and provide filters.

J. Wire Transfer Services

The bank shall maintain wire transfer facilities to the Federal Reserve Bank with the ability to

- i. Provide Internet capability to initiate outgoing transfers and receive data on incoming wire transfers in a secured environment.
- j. Provide dual control of wire setup of one-time wires and creation of repetitive templates.
- k. Provide a reliable backup in the event of computer system problems or other unexpected events.
- l. Assure that, except in cases of wire service malfunction or receiving bank system failure, outgoing wires sent pursuant to timely and correct wire instructions are received by close of business at the wire destination. The bank must specify the latest time of day when it can receive wiring instructions and assure that wires are received by the close of business at the wire destination.
- m. Credit incoming wires to the City as of the date the bank receives credit.
- n. Initiate wire transfers even in the event that such transfers might cause a daylight overdraft.
- o. Support priority wire transfers requiring special handling and immediate release, for example, wires received by a certain time of day.
- p. Support international wire transfers.

K. Account Reconciliation Services

The bank shall create a monthly file of checks redeemed to be imported to the City's financial system (PeopleSoft). The file must include check number, issue date, redeem date, and redeem amount. The file must be retrievable via a secured process.

L. Availability of funds

- a. The bank shall provide same day availability of funds that are deposited by a specified cut off period.
- b. The bank shall include on the proposal the latest time that deposits will be accepted at its operations center and branches for same day credit.

M. Online Banking Services

- a. The bank shall provide online banking services for reporting, transaction, processing, research and internal controls. Reports shall be available online and downloadable in PDF and Excel format.
- b. The City must be able to execute the following transactions online:
 - Transfers between accounts
 - Initiation of wire transfers
 - Initiation of ACH payments
 - Initiation of stop payment, cancel, and void orders
 - Positive pay actions
 - Maintenance of wire and ACH transfer templates
- c. The online banking web site shall include the following internal controls:
 - Online check information and images
 - Multi-level security administration
 - State of the art authentication
 - Positive pay reports (including imaging of exception items)
 - Training of City administrators for managing access
 - ACH fraud filters
- d. The bank shall provide training for online services at implementation and ongoing for new users and to support new products, product enhancements, and upgrades.
- e. The bank shall provide the ability for the City to receive banking information (such as controlled disbursement amounts) in an alternative format if online services are not available.

N. Positive Pay Services

- a. The bank shall provide the ability for the City to upload check issue files that include the check number, issue date, payee name and address, and check amount for validation before the check is redeemed.
- b. The bank shall notify the City of exception items (or lack of) on a daily basis by 9:00 a.m. Mountain time each day.

O. Stop Payment Services

- a. The bank shall provide the ability for the City to stop, cancel or void checks by individual item number or range of items numbers.
- b. The bank shall provide an alternative method for the City to stop, cancel or void checks in the event that online services are not available.

P. Record Retention

The bank shall retain all records related to the performance of this contract for the period required by law. The City representatives and third parties authorized by the City shall have the right to

examine these records during this period.

Q. Image Processing Services

The bank shall provide front and back check detail in electronic format for the retention period required by law.

R. Customer Service

- a. The bank shall provide a single point of contact for this contract.
- b. The bank shall provide and maintain a current list of bank personnel who will be available to answer questions or provide information pertaining to all services or related transactions. The list will be provided to the City within 30 days of the contract award. The bank will revise the list and provide to the City whenever any change of personnel occurs.
- c. The bank shall provide technical customer support for software and communications issues.

S. Disaster Preparedness/Security

- a. The bank shall have a detailed disaster recovery and Security plan that includes off-site recovery facilities and recovery procedures.
- b. The bank shall provide a copy or overview of the disaster recovery and security plan on an annual basis.
- c. The bank shall support City's disaster recovery needs that may include access to branch locations for emergency operations and supporting the City's disaster exercises.

T. Implementation

The bank shall formulate an implementation plan and provide that plan to City within 30 days of the award of contract.

U. Other Services

In response to this RFP, other services or innovative approaches which the bank believes would be beneficial to the City may be proposed together with any associated charges and quantified monthly benefits to the City. The City, at their option, may accept a proposal for basic banking services only or for basic banking services plus any or all of these other services offered by the bank.

5.3 DELIVERABLES & SCHEDULES

Provide services detailed in Section 1.2 above on an ongoing basis, or as needed. The anticipated go live date, after testing and implementation, is April 1, 2016.

5.4 ACCEPTANCE CRITERIA

Acceptance criteria will be detailed and tied to the deliverables contained above, and will be negotiated in detail upon award of the contract.

5.5 SECURITY REQUIREMENTS

- A. The bank agrees that all bank personnel assigned to this Project shall adhere to all City security policies and guidelines at all times and at all City locations.
- B. If the bank is a creditor or agency subject to the requirements of the Red Flags Rule, and the bank will receive or have access to City's customer information during the proposal period or during the proposed project, the bank shall provide a copy of the bank's required Identity Theft

Prevention Program. The bank shall also provide a narrative describing how the bank's ITTPP will be applied to protect the City's customer information in the City's possession or accessible to it during the course of the project.

5.6 CHANGE CONTROL

- A. In Scope Changes.** The City has expended great efforts in preparing this SOW and in attempting to describe as thoroughly the requirements therein; however, it is possible that some of the requirements might have been inadvertently omitted from the SOW. If any requirements have been overlooked that relate to, or are similar to, the requirements contained in the SOW, those requirements shall be included if those additional requirements do not impact time, schedules, resource allocation, or incur additional costs.
- B. Out of Scope Changes.** For all requests for services that are outside of the agreed upon scope and objectives contained in this SOW, the performance of such services shall require a mutually agreed upon Amendment to the SOW. The City shall not be liable for any out of scope work or services which are performed prior to the execution of the Amendment between parties.

EXHIBIT 6 MINIMUM REQUIREMENTS

Please describe exactly how you achieve each Minimum Requirement. Attach proof of any license and/or certification, if applicable. The determination that you have achieved all minimum requirements is made from this document, including attachments or exhibits to support the bank's compliance of the minimum requirements.

Item	Minimum Requirement	Meets Minimum Requirement		Describe How You Meet The Minimum Requirement
		YES	NO	
1	Does the bank have a current, long-term credit rating of at least A- by at least one of the three main credit rating agencies (Moody's, Standard & Poor's, and Fitch Ratings)? Provide credit rating information for senior and subordinate debt.			
2	Does the bank have both a depository and payment operation presence in Colorado?			
3	Does the bank have a branch office within El Paso County, Colorado?			
4	Does the bank have and maintain ACH originating bank capabilities?			
5	Does the bank conform to National Automated Clearing House Association (NACHA) rules?			
6	Is the bank a Federal Reserve member financial institution?			
7	Is the bank insured by the Federal Deposit Insurance Corporation (FDIC)?			
8	Is the bank a Federal or State of Colorado chartered bank?			
9	Does the bank have direct access to Fedwire system?			
10	Will the bank provide same day availability of deposited funds to the City?			
11	Please provide the bank's latest public depositor's consolidated report of condition filed with the Colorado Public Deposit Protection Commission as evidence of its ability to meet the capital structure requirement.			

EXHIBIT 7 MANAGEMENT QUESTIONNAIRE

Item	Bank Information / Ownership	Response
1	Please provide the bank's legal name, city and state of company headquarters, mailing address, contact person(s) and contact information.	
2	Please provide the bank's Dun & Bradstreet number, if available.	
3	Is your firm a subsidiary, parent, holding company, or affiliate of another firm? If yes, describe relationship.	
4	What year was your firm, under the present ownership configuration, founded?	
5	How many years has your firm been in continuous operation without interruption?	
6	What year did your firm begin providing, on a continuous basis, the types of services or products that are required from this solicitation?	
7	Please provide a general description of the bank with information relating to total size and staffing within the State of Colorado. Please differentiate between professional staff and support staff.	
Item	Bank Experience	Response
8	Please provide a brief historical summary of the bank.	
9	Please provide the bank's capital structure as calculated by the Colorado Public Deposit Protection Act as of the last calculation date.	
10	Please describe the largest government account that your bank services.	
11	Briefly describe what distinguishes your bank from your competitors.	
12	Does your bank have any plans that will substantially change any operating platforms, policies or procedures reflected in your RFP responses during the next twelve (12) months? If yes, please describe.	
13	Does your bank have any plans that will change your bank's	

	financial structure: merger, acquisition, legal or regulatory action, stock buy-back, initial public offering or stock issuance, or capital infusion? If yes, please describe.	
14	Please provide a list of clients and references, specifically including any clients whom you believe may be similar in nature to this RFP. At a minimum provide a client contact list of five (5) references, with at least one (1) being a prior client. Please include specific individuals, their contact telephone numbers and e-mail addresses.	
Item	Financial Information	Response
15	Please list the bank's annual gross revenue during the last three fiscal years.	
16	Please attach a copy of the most recent audited financial statements. If the bank is owned by a holding company, submit financial statements for both the proposing bank and the holding company.	
17	Please attach current peer group numeric rating by SNL Financial (or its successor firm) , including the parent bank's credit rating (if applicable).	
18	Please attach the bank's most recent Community Reinvestment Act (CRA) policy statement and the bank's current CRA rating.	
19	Please attach the bank's most recent uniform bank performance report.	
Item	Proposed Transition Plan	Response
20	Please provide a copy of all agreements that will be required to initiate depository services.	
21	Please provide a well-thought, thorough implementation plan for the proposed service categories showing the City's dependencies. Show your best estimate of the start and end date for each proposed service category and any dependencies. Assume a "go live" date of January 4, 2016.	
22	For each implementation areas indicate the critical factors which may impact that lead-time:	

	a) Deposit ticket orders/endorsement stamps b) Account opening c) Information reporting/detail transmission d) Deposit reconciliation e) Encoding equipment f) All electronic services g) Other	
23	Please describe materials available and/or any on-site training provided by the bank in the areas listed below: a) Operational procedures b) Change order procedures/systems c) Information reporting/detail transmission systems d) Technical support e) Software applications	
Item	Key Staff Information	Response
24	Provide resumes for all key staff members assigned to the City.	
25	Provide the names and office locations of the individual(s) who will have the primary responsibility for providing managerial oversight under the contract.	
26	Will you assign a dedicated implementation team to the City? Who will lead the implementation project? Please provide resumes for the proposed project team and describe each person's roles and responsibilities.	
Item	Customer Service	Response
27	Please describe your customer service philosophy and provide examples to illustrate.	

28	Please provide your bank's organizational chart as it relates to the City, starting with your Relationship Manager down through all levels of customer service representation.	
29	Will you assign a dedicated customer service representative who covers all of the purchased products/service as a single point of contact to the City?	
30	Please describe the responsibilities of customer service personnel, including the chain of command for problem resolution.	
31	Is local branch customer service support available for the City?	
32	How does the bank handle inquiries requiring research and adjustments?	
33	Does the bank provide technical customer support for computer hardware, software and communications problems? Please describe.	
34	Will you establish Service Level Agreements (SLAs) for each purchased banking service? If so, please provide the SLAs showing response times to specific issues in each service category.	
35	How can the City communicate with the customer service areas? (Telephone, e-mail, text, webpage, other.) How will the City employees access each communication channel? How do you authenticate City employees in your customer service areas?	
36	What are each area's customer service hours (Mountain Time Zone)? What are your emergency customer service plans?	
37	If any of your products and services are delivered by third parties, please describe how customer service is managed in those products and services.	
Item	Disaster Preparedness	Response
38	Please explain your bank's approach to disaster recovery. Please describe your disaster recovery and business continuity programs including testing and chief compliance officer oversight.	

39	Do you test your business recovery plan? How often? When was the last time your plan was fully tested? What were the results of the latest test?	
Item	Security	Response
40	Please describe your bank's security measures in place to safeguard the City, City employee and customer information you may have access to.	
41	Does your bank have a security policy/plan? If so, please provide.	
Item	Affirmative Contracting	Response
42	Within the previous five (5) years has your bank been found to have violated any local, state, or federal anti-discrimination laws or regulations? If yes, please explain.	
Item	Compliance	Response
43	Within the previous five (5) years, has your bank or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your bank if your bank is a publicly traded corporation.	
44	If a license is required to perform the services sought by this RFP, within the previous five (5) years has your bank had a license suspended by a licensing agency or been found to have violated licensing laws?	

EXHIBIT 8 PRODUCT AND SERVICES RESPONSE FORM

Item	General Banking Services	Response
1	Describe the demand deposit account (DDA) system on which any City of Colorado Springs (City) accounts will operate. Does the bank operate a separate Wholesale/Business DDA? Describe the unique characteristics and benefits of using your DDA.	
2	Describe the bank's night drop, vault (via armored courier, virtual), branch service options, and/or specialty depository services – both physical and non-physical. Describe any weekend and holiday deposit services. a) Are any processing applications outsourced to a third party? If so, name the vendor(s) and describe the application(s). b) Describe the physical security features used to protect employees using external deposit options such as night drops, ATMs, etc.	
3	What are the requirements for deposit bags? a) How are these bags obtained? b) Are there any restrictions on deposit bags? c) What is the approval process for custom bags? d) How do you communicate to your branches which bags are acceptable?	
4	Please describe cash deposit requirements and restrictions?	
5	What are the requirements for depositing un-encoded checks?	
6	Do you accept pre-encoded checks? a) Provide a copy of the bank's instructions for pre-	

	<p>encoded checks.</p> <p>b) Describe your encoding quality monitoring process and your policy around excess rejects.</p>	
7	<p>Describe deposit ticket requirements.</p> <p>a) Will you accept deposit tickets from a third-party printer? List any limitations and attach a specification sheet.</p> <p>b) How many copies of each deposit ticket does the bank require?</p> <p>c) Can deposit tickets contain an auxiliary magnetic ink character recognition (MICR) field for our location and/or transaction information? What is the maximum number of usable digits in this field?</p>	
8	May the City order deposit tickets, bags and other supplies through the bank or directly from a vendor? How are the charges handled? If this is subcontracted through a third party, please identify the third party.	
9	Describe your vault services.	
10	Does the bank have an automated coin/currency ordering service? Describe the deposit and change order procedures, cut-off times, restrictions for branch pickup, security, and other features of this system.	
11	Are there minimum purchase requirements (e.g. standard straps of currency and full boxes of coin)? Is a discount offered for purchasing standard amounts? What settlement options are available for coin/cash orders?	
12	Describe security and internal controls at the cash vault center.	
13	Will all of your branches accept immediate and post-verification deposits at the teller line?	
14	Will the branch provide a validated deposit slip and provisional credit with post-verification at the time the	

	deposit is handed to a teller? If provisional credit is given, when does verification take place? Will you return verified deposit slips to the City?	
15	<p>Discuss the bank's procedures for post-verification.</p> <ul style="list-style-type: none"> a) How many bank employees are present when deposit bags are opened? b) Where are the bags opened? c) What additional security measures are employed? 	
16	<p>Discuss the bank's procedures for processing night deposits.</p> <ul style="list-style-type: none"> a) How many bank employees are present when deposit bags are opened? b) Where are the bags opened? c) What additional security measures are employed? d) How will you return the validated deposit receipts to the City and within what time frame? 	
17	<p>Will the bank identify and adjust all discrepancies?</p> <ul style="list-style-type: none"> a) If not, at what dollar amount do you write off discrepancies? b) Do you adjust the deposit amount or process an adjusting debit or credit? c) What is the standard procedure for reporting deposit adjustments and what additional options are available? d) What information do you provide to the City regarding a deposit adjustment? e) Can the above information be sent electronically on a daily basis? 	

	f) Describe the process when the City identifies a discrepancy and requests that the bank make an adjustment. What is the turnaround time?	
18	What is the bank's policy on receipt of tampered bags?	
19	When counterfeit bills are discovered, what is your notification and adjustment process?	
20	What evidence materials will the bank make available to the City in the event of a deposit investigation? How long does the bank archive such materials for retrieval and use in investigations?	
21	Can return items be automatically re-deposited twice? a) Can copies of all re-deposited return items be provided to the depositing location or a central office? If so, within what time frame? b) Are returned items available for viewing online?	
22	Provide the bank's standard return item and reclear processing instructions. List any non-standard options that are available.	
23	Will the bank send the City legal copies of returned checks?	
24	What is the cut-off time to ensure same day ledger credit? a) For each deposit options proposed, address any differences in ledger cut-off times. b) Address any differences for cash versus checks, drafts, etc. c) Are there any options that might affect this cut-off?	
25	Is expedited availability offered? If so, please describe.	
26	Describe month-end statement and account analysis service. Please provide a sample copy of the bank's monthly statement and account analysis.	
27	Does the bank accept compensation in fees, balances or a	

	combination of the two?	
28	Describe the method used to calculate the earnings credit rate (ECR). Is the reserve requirement deducted from the available balance before the ECR is calculated? If not, explain. List the bank's ECR for the most recent six months.	
29	When calculating average balances, are positive and negative balances netted?	
30	How soon after the close of the billing period is the account analysis available to the customer?	
31	How are adjustments reflected on the account analysis?	
32	Is the bank's account analysis available electronically? If so, a) Describe available formats b) Describe available data fields	
33	Are the bank's statements available electronically? If so, a) Describe available formats b) Describe available data fields	
34	Do you offer an overnight, automated investment "sweep" service? Describe in detail the mechanics of the daily sweep of funds to and from the investment. a) What investment choices do you offer in the sweep service? Discuss your ability to provide a nightly sweep into an authorized investment. b) Discuss your ability to provide other investment options.	
35	Explain your intra-day and overnight overdraft policies. How will your bank establish intra-day overdraft limits for the City?	
36	What is the maximum dollar ACH rolling average limits your bank will assign to the City relationship?	
37	In the event that the City exceeds its intra-day overdraft limit, please explain how you manage that situation.	
38	Describe electronic document storage options.	

39	What is your transaction history retention practice? How long are transactions available for retrieval online? How long are transactions available for retrieval offline?	
Item	Disbursement Services	Response
1	Describe your DDA stop payment services. How are stop payments confirmed?	
2	Describe the methods the bank offers to place stop payments. <ul style="list-style-type: none"> a) What is the deadline for same day action? b) Will the system verify if a check has been paid before accepting the stop? c) How much history is examined in the verification process? d) How long will the stops remain in effect? e) Can the period be extended? f) Can the City request stop payments for a range of checks? What is the limit of the range? g) What time is the system available for placing stop payments? 	
3	Discuss how the bank processes and reports the City transactions that originated as checks that are converted to ACH debits at the point-of-sale or at a lockbox. How do converted checks affect the following? <ul style="list-style-type: none"> a) Controlled disbursement presentment totals b) Stop payments c) Account reconciliation d) Positive pay 	
4	Does the bank offer reconciliation services for controlled disbursement and non-controlled disbursement accounts? If	

	reconciliation service varies between controlled disbursement and non-controlled disbursement accounts, describe the differences.	
5	Are both full and partial reconciliation offered? Please describe your service and provide sample reports.	
6	Can the City specify a cut-off date for reconciliation reports? If not, what dates are available? a) Can the City specify a cut-off date for bank statements? If not, what dates are available? b) Can cut-off dates for reconciliation reports and bank statements be independent of each other?	
7	How soon after the cut-off date will the following be sent? For full reconciliation: a) bank statements b) canceled checks c) reconciliation information	
8	What is the turnaround time to receive: d) A copy or image of a check? e) The original check (if stored on-site)? f) The original check (if truncated and stored off-site)?	
9	What reconciling features does the bank have that distinguish it from other banks?	
10	What is the bank's cut-off time for: a) Receiving issued check files (for full reconciliation)? b) Receiving adds and deletes? c) Receiving manual issues? d) Transmitting paid check files (for partial reconciliation)?	

	e) Transmitting reconciled check files (for full reconciliation)?	
11	Describe the process that your bank uses to verify all records have been received and processed.	
12	On a daily basis, can the City transmit multiple issue files to the bank? Is there a limit in the number of file transmissions?	
13	Does your system provide for electronic confirmation of receipt for daily file transmissions?	
14	Describe your bank's controls to prevent file loss, duplicate transmissions, and acceptance of duplicate returns. Do the controls differ by type of applications? If yes, please explain.	
15	Describe the notification process for duplicate/failed EFT and remittance transmissions.	
16	Does your bank provide an image capture of paid items?	
17	How does your image system capture and report images for damaged checks?	
18	What options are available for receiving check image detail?	
19	Are there any volume limitations for receiving check image detail?	
20	Does the bank match items presented for payment against an electronic file of checks issued by the City (i.e., positive pay)?	
21	<p>Does the bank offer a daily service to compare checks paid against a check issue file and provide the customer with a daily notification of all exception items (i.e., prior day Positive Pay)?</p> <p>a) What is the bank's delivery deadline for notifying the City of exception items?</p> <p>_____ AM/PM Time Zone _____</p> <p>b) What is the response deadline for the City's pay/return decisions?</p> <p>_____ AM/PM Time Zone _____</p>	

	<p>c) Are approved exception items automatically added to the issue file for account reconciliation purposes?</p> <p>d) If not, what is the mechanism to add to the issue file for account reconciliation purposes?</p> <p>e) What is the deadline for the transmission of check issuance files to the bank?</p> <p>_____ AM/PM Time Zone _____</p>	
22	Describe all methods by which the bank can receive the file of all checks issued and voided by the City.	
23	Describe all methods by which the City can send manual issues or deletes to the bank.	
24	<p>How are positive pay reports delivered?</p> <p>a) Is this report integrated with the bank's balance reporting system/software?</p> <p>b) Are MICR errors/misreads deleted from the positive pay report prior to the report being sent/transmitted?</p> <p>c) Are check images integrated with the positive pay report?</p> <p>d) If yes, how are check images delivered?</p> <p>e) If no, can check images be delivered separately from the positive pay report upon request? If yes, describe.</p> <p>f) What methods can the City use to notify the bank of its pay/no pay decision?</p>	
25	In the event that the bank does <u>not</u> receive the City's pay decision response by the stated deadline, is the default disposition set by the bank or by the City? If the bank sets	

	the default, what is the default disposition?	
26	May a dollar threshold be applied to the default disposition?	
27	Please describe your controlled disbursement recommendation for the City. Which location do you recommend for the City? What are the unique advantages of your controlled disbursement service?	
28	Are the General Banking Services answers provided in Section 1 above applicable to the bank's controlled disbursement product? If not, please explain any differences.	
29	Discuss how the bank handles items presented after the City is notified of its total daily clearings. a) Are these items posted against the account, or held over and included with the next day's first presentment? b) If these items are held over, discuss whether the bank charges for the held over items.	
30	Assuming the City uses positive pay including payee verification, will your bank cash controlled disbursement checks in its branches? If yes, what procedures will you follow?	
31	Where is the physical capture of controlled disbursement checks performed?	
32	Do reported presentment totals include rejected/damaged items?	
33	If the physical capture of checks does not agree with electronic presentment totals, how are discrepancies handled? Describe.	
34	If discrepancies result in adjustments to the funding totals, when will the City be notified of the discrepancies? Same day _____ Next day _____ a) If the same day, at what time? _____AM/PM b) If the next day, are rejected checks included in the daily notification?	

	<p>c) If the next day, is there a charge for the use of funds for the period between presentment and posting?</p> <p>d) Is there a difference in notification of discrepancies for checks over a certain dollar amount? If so, describe.</p>	
35	<p>Does the bank have an established maximum dollar value limit that may not be exceeded by an individual check (other than the 10-digit MICR limit)?</p> <p>a) If yes, what is the maximum? _____</p> <p>b) Please explain any restrictions regarding individual check amounts.</p>	
36	<p>Discuss the bank's policies and procedures for processing stale-dated items. If the City uses positive pay, will the City be notified of stale-dated items? If the City uses positive pay, can the bank enforce stale-dated items and return stale items unpaid to the bank of deposit?</p>	
37	<p>Does the bank offer payee match as part of its positive pay service? Do branch tellers have access to the positive pay payee match file when negotiating a check for encashment?</p> <p>a) If yes, describe the service.</p> <p>b) If no, discuss any plans to offer this service and a projected timetable.</p> <p>c) What are deadlines for delivery of positive pay files to the bank and what is the elapsed time between the bank's receipt of the positive pay file and the file being used/available at the teller station?</p>	
38	<p>Will the bank reject any checks improperly converted to Point of Purchase (POP), Accounts Receivable Conversion (ARC) or Back Office Conversion (BOC) under the National Automated Clearinghouse (NACHA) operating regulations?</p>	

39	How will the City be notified if the daily notification is delayed?	
40	By what methods can the City be notified of the amount of checks to be charged to its account? Does the method selected affect the notification time?	
41	Does notification of daily clearings (or funding requirements) include both check and ACH debits? If yes, how are ACH totals reported? _____ Integrated with check information _____ Reported separately	
42	List the City's' funding options and identify the requirements and restrictions of each option (e.g., wire, ACH, drawdown, delayed funding).	
43	For those funding mechanisms which result in next-day funds, does the bank require compensation for the availability delay? If so, explain.	
44	What is the cut-off time for funding the controlled disbursement presentment total?	
45	Must a separate account be maintained for funding purposes?	
46	Does the bank offer zero balance sub-accounts that may be funded automatically from a designated funding account? a) Where will the funding account be located and what transfer mechanism funds the subsidiary account, if not automatic? b) Is there a limit to the number of sub-accounts for each funding account? c) How many tiers of accounts are offered?	
47	What procedures are used to resolve overdrafts caused by funding failures as a result of:	

	a) Improper funding by the City? b) The bank's error or delay in notification? c) A Federal Reserve problem?	
48	Are any line(s) of credit required for controlled disbursement accounts? If so, discuss requirements.	
Item		Response
1	Briefly describe all wire transfer initiation products currently supported by the bank. Indicate which product is recommended for the City.	
2	Please describe the bank's international wire transfer capabilities. Include in your description all currencies and payment methods. a) Is the bank's international wire operation part of its domestic wire transfer operation? b) Are customer service and operations contacts the same for international transfers and domestic transfers?	
3	What provisions are in place to allow the City to initiate a priority wire transfer requiring special handling and immediate release?	
4	How often in the last twelve (12) months has the bank's wire transfer system had unscheduled downtime for a total of more than thirty (30) minutes in a single day? What are the most common causes of unscheduled downtime?	
5	What are the opening hours and the cut-off times in Mountain Time for initiating wire transfers to ensure same-day execution? List by type of transfer and method of communication.	
6	What is the cut-off time for incoming domestic wire transfers to receive same day credit?	
7	Does the bank provide end of daytime extensions for processing if Fedwire hours are extended? If so, how would the City be advised?	

8	How soon after wire execution would an internal bank confirmation/sequence number (not the Fed Reference number) be available? Explain any delays.	
9	How long does it take for the Fed Reference number to be assigned to a wire assuming no repairs are needed and there are sufficient funds in the account? Explain any delays.	
10	Have there been interruptions in the processing of wire transfers due to the bank managing its net debit cap? What steps are you taking to ensure uninterrupted service?	
11	Describe the process for canceling a wire transfer: a) Is this process manual or automated? Explain. b) What is the deadline for receipt of an instruction to guarantee cancellation of a wire transfer? c) What is the deadline for best efforts cancellation of a wire transfer? d) What is the process for retrieval of funds?	
12	Describe your process for recalling a wire when requested by the City. What additional charges are involved?	
13	How is the status of transfers tracked by the City once the transfer is in the system? How does this differ for telephone initiated wire transfers?	
14	At what point does the bank assume legal liability for executing a wire transfer? How is that event identified?	
15	What is the bank's policy in the event of a wire transfer failure for which receipt of instructions has been confirmed to the customer? How and when is the customer notified of a failed wire transfer?	
16	Does the bank's wire transfer system have the capability of warehousing instructions for future value dated wire transactions? If so, what are the limitations? How many days/months in advance? Is the warehouse function limited to certain types of wire transfers and/or certain types of initiation methods? Explain.	

17	Can the wires be initiated, approved and released so they will be executed automatically on value date? Will the wire transfer system provide a report of warehoused transfers that are pending current day release?	
18	Is it possible to cancel a previously warehoused wire transfer request before value date? On value date?	
19	What time are future value dated wires automatically executed on the value date? Can an execution/release time be specified by the City?	
20	Does the bank have an on-line repetitive wire setup function? If so, describe. a) Can the City structure a new repetitive wire number on-line without relying on an exchange of paper documents with the bank? b) Can the City assign its own transfer numbers or names?	
21	What options does the bank offer for the establishment of repetitive transfers? a) Mail b) Electronic transmission c) Internet d) PC e) Other (describe)	
22	How much time is required to set up a new repetitive wire using the on-line function? Can this be done in real-time? How long before we receive confirmation from the bank?	
23	To avoid re-keying, can a repetitive transfer be created when inputting a free form wire transfer?	
24	Are repetitive transfers stored on the City's PC or the bank's system? Can the transfers be stored on both? Explain.	

25	What is the average turnaround time for responding to inquiries about failed wire transfers?	
26	Does the bank require the customer to submit written inquiries for resolution of wire transfer discrepancies?	
27	<p>If either the originating or receiving bank makes an error, how are back value adjustments handled?</p> <p>a) Between banks</p> <p>b) On the customer's account analysis</p> <p>c) When notifying the customer</p> <p>d) How would the adjustment be calculated?</p>	
28	Does the bank operate its own wire transfer system in-house? If not, is the system purchased and customized? Who is the vendor? Do all of the bank's branches and affiliates utilize the same system?	
29	Does the wire transfer system reside on the bank's central computer system? Does the City interact with that system?	
30	Is the system a PC-resident system or an Internet product? If so, is it a stand-alone product or part of a family of information products? What is the hardware and software requirements for the wire transfer system?	
31	Is the bank's wire transfer system exclusively dedicated to that function? If no, describe the other functions that share the system.	
32	Can the system receive a file of wire transfers, ACH/bulk payments, drafts and checks created in the City's financial and/or payroll system(s) in order to originate transactions and create an issued file for positive pay service? If so, describe.	
33	<p>What levels and types of security safeguards exist when initiating and releasing wires for each method below? Describe:</p> <p>a) Telephone</p> <p>b) Fax</p>	

	c) PC d) Internet	
34	What controls has the bank put in place to prevent wire transfer fraud? What has been the bank's experience with fraud in the wire transfer area?	
35	Describe the methods by which the City can submit ACH files or initiate ACH via an internet connection. a) Include any alternative methods, which might meet our needs. b) How many customers use this method of ACH origination at the bank? c) Describe levels and types of security safeguards.	
36	Discuss the bank's methodology for determining debit and credit exposure limits. a) What factors do you use to determine debit and credit exposure limits? b) Will the City be told what its exposure limits are? c) How are the limits set? d) What information must the City provide in order for you to determine those limits? e) Are these limits negotiable? f) How often will these limits change? g) How do you determine limits when pre-funding is required?	
37	Provide a detailed grid describing how you would monitor the City's daily activity and compare it to the exposure limits you expect to establish for the City.	

	<p>a) How and when will the City be notified if we are near our exposure limit?</p> <p>b) What would happen to a file if we exceed the limit?</p> <p>c) How do we remedy the situation if we exceed our limit?</p>	
38	What are the hours of operation and cut-off times for the ACH unit?	
39	Explain your business resumption in the event, particularly for payroll, that the bank's ACH operations are unable to execute the City's activity for one or more days.	
40	Describe the bank's procedures regarding late transmissions of files. Is it possible to transmit a file and have it processed after the cutoff with proper notification to the processing unit?	
41	Does the bank outsource any of the proposed services? If so, provide the name and address of any third-party processor. List the services that they provide, how long they have provided these services to the bank, and discuss any anticipated changes in the relationship.	
42	What is the bank's maximum retention period for future dated transactions?	
43	How long are transactions maintained for online reporting after effective date?	
44	<p>Can the bank modify a transaction, which the City has originated prior to releasing the transaction to the ACH operator?</p> <p>a) What modifications and/or deletions can be made?</p> <p>b) How does the City provide the bank with instructions?</p> <p>c) If modifications and/or deletions are permissible, what is the deadline for receiving instructions to modify and/or delete a transaction?</p>	

	<p>d) Who can make these requests?</p> <p>e) How is security determined?</p> <p>f) If an entry is deleted from a file, can the rest of the file then be released?</p>	
45	<p>How does the bank handle file, batch and item reversals and deletions?</p> <p>a) What are the deadlines for reversing or deleting a file? Batch? Item?</p> <p>b) Describe your bank's process for reversing and deleting files, batches and items.</p> <p>c) What security procedures are used?</p> <p>d) How is the customer notified?</p>	
46	Describe the bank's ACH return process. When will return funds be posted to the City's account?	
47	How do you advise customers of NACHA rule changes and their impact?	
48	Can the City build a database of repetitive entries? If so, please describe whether the repetitive entries reside on a City PC or the bank's internet system.	
49	<p>By what methods can the City receive returned entries and Notifications of Change?</p> <p>a) Please describe what options are available.</p> <p>b) When is this information available?</p> <p>c) What information is provided?</p> <p>d) Can the City receive returned entries via a different reporting method than Notifications of Change? For example, receive returned entries via transmission and Notifications of Change via internet reporting.</p>	

	e) Please provide sample reports.	
50	<p>By what methods can the City receive information regarding re-deposited entries?</p> <p>a) When is this information available?</p> <p>b) What information is provided?</p> <p>c) Are re-deposited entries included with ACH returns and Notifications of Change?</p> <p>d) Please provide sample reports.</p>	
51	<p>Can returned entries be individually posted in your information reporting service?</p> <p>a) What supporting information can the bank provide to reconcile the entries?</p> <p>b) How will this information be made available to the City?</p>	
52	How will the bank provide the City with information contained in ACH addenda record? Please provide sample reports.	
53	On what day (e.g., origination date, settlement date, pre-funding date) and at what time is the City required to fund ACH credits? Can this funding requirement change?	
54	What controls has the bank put in place to prevent ACH fraud? What has been the bank's experience with fraud in the ACH area?	
Item	Online Banking Services and Reporting	Response
1	Is your online information reporting system owned and operated internally or is the system outsourced through a third party? If through a third party, please identify the third party. Are improvements and changes to the service controlled by the bank or a third party?	
2	Describe the most recent major hardware and/or software upgrade and when each was completed, if applicable.	

3	Describe the electronic banking systems and channels that may be used to access or be notified of account information or activity.	
4	Do you have a demonstration site at which the City can preview sample same day and prior day reports available online from your bank/firm? If yes, please provide a link to the site. If no, please provide print samples of all available reports.	
5	Do you have mobile reporting services that the City can preview? If yes, please refer the City to a demonstration site or provide print samples of all available reports.	
6	Is your mobile information reporting system owned and operated internally or is the system outsourced through a third party? If through a third party, please identify the third party. Are improvements and changes to the service controlled by the bank or a third party?	
7	Can the City create customized online or mobile reports? Explain how the City may design and receive customized reports.	
8	Can your bank provide the City with a download of historical data? If so, in what format(s)?	
9	Can the system report information from other banks? If so: a) What levels of detail are available? b) How often is information from other banks updated and available (e.g., next day, same day batch, same day real time)? c) When is the updated information first available each day?	
10	Indicate the bank's capability, in the two (2) below charts, to provide the specified detailed information for each balance and transaction type listed:	
11	Can the City customize reports at the account or transaction type/category level in order to see general rather than detailed	

	reporting?	
12	Is the detail indicated above available for all formats and delivery options? If not, discuss any variations.	
13	Can the City determine history retention? If yes, for which services?	
14	Do prior day ZBA reports include float?	
15	Can individual users be restricted to accessing information only on certain accounts or transaction types?	
16	What is the delay between the real time transaction and the time it is reported on a Current Day Report?	
17	<p>Discuss the format and delivery options available to the City for receiving prior day deposit activity detail files.</p> <p>a) In what formats is the daily deposit activity detail file available? Supply file layout specifications and a sample of each format option.</p> <p>b) By what methods can the City receive this file? Describe the technical requirements and technical support for each delivery method.</p>	
18	<p>Discuss the methods by which the City can view prior day deposit activity detail and balance information. Are other electronic methods available to receive information reports?</p> <p>a) Can information be accessed by multiple users?</p> <p>b) Can information be accessed from multiple locations?</p> <p>c) Can individual users be restricted to accessing information only on certain accounts or transaction types?</p> <p>d) Can users specify the types of information that they want to view?</p> <p>e) What are the hardware and software requirements for each access method?</p>	

	<p>f) What is the minimum bandwidth required for transmission? What is the optimal bandwidth?</p> <p>g) Describe the safeguards against lost data. Do they include built-in back up features and data recovery if processing is disrupted due to power loss or other interruptions?</p>	
19	What software (names and version numbers) is required to use your mobile reporting services?	
20	<p>Is your service available via the internet? If yes,</p> <p>a) Please list supported web browsers (include version numbers).</p> <p>b) Please describe any required software or operating systems that must be installed on the City servers or PCs (for example, Java components). Include operating system and version requirements.</p>	
21	Describe how authentication tools (such as tokens) are distributed to users. Does the City need to identify one or more security administrators or is that function performed by the bank? What are the roles of the City security administrators versus functions performed by the bank?	
22	Explain how limits (access, functions and dollar limits) are assigned to users. Does your solution offer the ability to provide a report of all listed users and their rights and capabilities? How can the City verify that users and limits are properly assigned?	
23	Can the system return a file to the City' accounting system(s) that shows all wire transfers, ACH/bulk payments, drafts, and checks that have cleared the City accounts? If so, describe.	
24	What options does the bank offer for information reporting via file delivery to the City's systems.	
25	What options does the bank offer for information reporting	

	via file delivery to the City's systems.	
26	What communications protocols/delivery methods are offered for file delivery? Is file delivery via the Internet available?	
27	Can the bank provide the City with a CD-ROM of historical data? If so, describe data provided on CD-ROM.	
28	Can data be exported from the online reporting system to Excel and other software packages? Discuss.	
29	<p>Indicate what information can be reported through the bank's on-line balance/information reporting system. Attach sample reports if appropriate.</p> <p>a) Information on payment amounts only.</p> <p>b) Detailed remittance information only.</p> <p>c) Detailed information on payments and remittances.</p>	
Item	Other Services	Response
1	What new services or features does the bank plan to offer, and within what time frame?	
2	Please indicate any additional services or innovative resources that could provide cost savings to the City while maintaining high quality assurance procedures.	

EXHIBIT 9 COST RESPONSE FORM

See attached Exel Spreadsheet

EXHIBIT 10 INTENT TO RESPOND FORM

INTENT TO RESPOND FORM For RFP15-125AM Banking Services

Please complete and return this form via **email** even if you do not intend to submit a response in regard to this solicitation. This form does not need to be included in your hard copy response.

This Intent to Respond Form must be received on or before **October 30, 2015** and should be emailed to: amcintyre@springsgov.com.

COMPANY NAME: _____
COMPANY ADDRESS: _____
CITY, STATE, ZIP: _____

COMPANY Contacts assigned to this project initiative:

Name/Title of Contacts	Phone Number	Email address

Proposal participation response information:

Please place an "X" on the line in front of the applicable statement below:

- ☐ Yes, we intend to respond to this solicitation directly to the City of Colorado Springs
- ☐ No, we do **not** intend to directly respond to or participate in this solicitation. Please provide a brief explanation as to why for you will not directly respond or participate:

IN WITNESS WHEREOF, my signature below certifies that I am an authorized representative empowered to execute this form on behalf of:

COMPANY: _____

Signed: _____

Name (print): _____

Title: _____

Date: _____

Received: _____ Date _____ Time: _____